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2  
3 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

4 JACK TROTSKY and LOUISE TROTSKY, )  
5 his wife; LORRAINE TROTSKY )  
6 individually and as Executrix of )  
7 the Will of Earl Trotsky; and )  
8 PHILIP STRATINER as Executor of )  
9 the Will of David Trotsky, )

10 Plaintiffs, )

NO. 732439

11 vs. )

12 JOHN FARRELL and DOROTHY E. )  
13 FARRELL, his wife, JOHN F. WALTHER )  
14 and MARGUERITE WALTHER, his wife, )  
15 WESTERN MARINE CONSTRUCTION, INC., )  
16 a corporation, ASSOCIATED ENGINEERS )  
17 & CONTRACTORS, INC., a corporation, )  
18 C. R. HARTMAN ENTERPRISES, INC., a )  
19 corporation, and BALLARD INSURANCE )  
20 AGENCY & INVESTMENT COMPANY, INC., )  
21 a corporation, )

22 Defendants. )

JUDGMENT

23 This matter having come on regularly to be heard before the  
24 undersigned Judge of the above entitled Court, plaintiffs appearing  
25 through their attorney Albert Hanan, the defendants Farrell appearing  
26 through their attorneys Wolf, Hackett, Beecher & Hart, the defendants  
27 Walthew appearing through their attorneys Walthew, Warner, Keefe, Arron,  
28 Costello & THOMPSON the defendants Western Marine Construction, Inc.  
29 and Associated Engineers & Contractors, Inc. appearing through their  
30 attorneys Lycette, Diamond & Sylvester, the defendant C. R. Hartman  
31 Enterprises, Inc., appearing through its attorneys Ryan, Bush, Swanson  
32 & Hendel, and the defendant Ballard Insurance Agency & Investment  
Company appearing through its attorneys Treece, Richdale & Hoff, and  
the parties having stipulated as hereinafter set forth, and the Court  
being fully advised in the premises, it is now

ORDERED, ADJUDGED AND DECREED as follows:

1. That the parties hereto have established a common agreement  
line which is hereinafter described in paragraph 2 hereof.

2. That as between the parties hereto the plaintiffs shall be and

Judgment - Page 1

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1 there is hereby granted to plaintiffs all right, title and interest in  
2 and to that portion of the bed of the Duwamish River lying southerly of  
3 the following-described line of common agreement between the parties  
4 herein and within that portion of Section 29, Township 24 North, Range  
5 4 E.W.M., situate in King County, Washington, and described as follows:

6 Beginning at the intersection of the West line of said  
7 Section 29 and the Southerly line of Seaport Addition to  
8 the City of Seattle, as recorded in Volume 19 of Plats,  
9 page 60, records of King, County, Washington; thence  
10 South 1°11'20" West along the West line of said Section  
11 29, a distance of 69.17 feet to the West one-quarter  
12 corner of said Section 29; thence continuing along the  
13 West line of said Section 29 South 3°40'43" West 178.39  
14 feet to the intersection of the Easterly margin of First  
15 Avenue South interchange as condemned by King County  
16 Superior Court Cause No's. 460720 and 465381; thence  
17 South 16°19'12" East along said Easterly margin 178.34  
18 feet to an intersection with a line which is parallel  
19 with and 420 feet southerly of (measured at right angles  
20 to) the Southerly line of said Seaport Addition; thence  
21 North 86°02'59" East along said parallel line 545.95 feet  
22 to an intersection with the Westerly line of Portland and  
23 Puget Sound Railway Addition, as recorded in Volume 5 of  
24 Plats, page 47, records of King County, Washington;

25 Thence North 32°08'48" West along said Westerly line to  
26 the Southwest corner of Lot 1, Block 1 in said plat of  
27 Portland and Puget Sound Railway Addition; thence North  
28 88°52'44" East along the South line of Lots 1, 2 and 3  
29 in said Block 1 to the Southeast corner of said Lot 3;  
30 thence North 1°07'16" West along the East line of said  
31 Lot 3 to the Northerly line of said Block 1; thence North  
32 88°26'17" East along said Northerly line to the South-  
westerly margin of the right-of-way of Commercial Waterway  
District No. 1; thence North 42°24'31" West along said  
right-of-way 127.52 feet to the line of common agreement  
between the parties herein; thence South 86°42'16" West  
along said common agreement line 433.36 feet; thence  
South 23°37'09" West along said common agreement line  
46.48 feet to the South line of said Seaport Addition  
extended; thence South 86°02'59" West along said Southerly  
line, which is also the common agreement line, 150 feet,  
more or less, to the point of beginning:

3. That as between the parties hereto the defendant C. R. Hartman  
Enterprises, Inc., shall have and there is hereby granted to defendant  
C. R. Hartman Enterprises, Inc., all right, title and interest in and  
to that portion of the bed of the Duwamish River lying northerly of the  
afore-described line of common agreement between the parties herein  
and within that tract of land lying easterly of the west line of  
Section 29, Township 24 North, Range 4 E.W.M. and westerly of the

1 southwesterly margin of the right-of-way of Commercial Water District  
2 No. 1, all situate in King County, Washington.

3 4. That the defendants and each of them have not, nor have any of  
4 them, any right, title or interest whatever in any portion of the real  
5 property described in paragraph 2 hereof lying southerly of the above  
6 described line of common agreement, and title thereto shall be and is  
7 hereby quieted in the plaintiffs, and that defendants and each of them  
8 shall be and hereby are forever barred from asserting any claim whatever  
9 in and to the real property described in paragraph 2 hereof lying  
10 southerly of the hereinabove described line of common agreement.

11 5. That the plaintiffs and each of them have not, nor have any of  
12 them, any right, title or interest whatever in any portion of the real  
13 property described in paragraph 3 hereof, which is that tract of land  
14 lying easterly of the west line of Section 29, Township 24 North, Range  
15 4 E.W.M. and westerly of the southwesterly margin of the right-of-way  
16 of Commercial Water District No. 1, all situate in King County,  
17 Washington, lying northerly of the above described line of common  
18 agreement and title thereto shall be and is hereby quieted in the  
19 defendants, and that plaintiffs and each of them shall be and hereby  
20 are forever barred from asserting any claim whatever in and to the  
21 real property described in paragraph 3 hereof lying northerly of the  
22 hereinabove described line of common agreements.

23 DONE IN OPEN COURT this 21<sup>TH</sup> day of SEPTEMBER, 1974.

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25 S. Donald M. Niles  
26 JUDGE  
27 Court Commissioner

28 Presented by:

29 Albert Hanan  
30 Attorney for Plaintiffs


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32 Judgment - Page 3

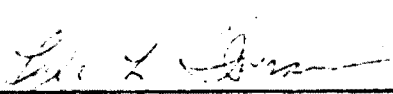
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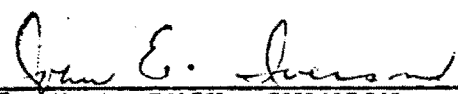
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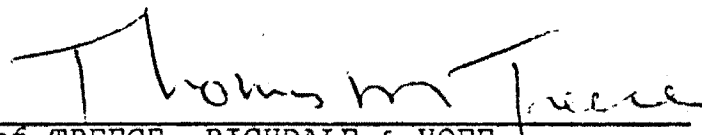


2  
3 of WOLF, HACKETT, BEECHER & HART  
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6 of WALTHER, WARNER, KEEFE, ARRON,  
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7 Attorneys for Defendants Walthew

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11 Marine Construction, Inc. and  
Associated Engineers & Contractors,  
Inc.

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15 Hartman Enterprises, Inc.

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18 of TREECE, RICHDAL & HOFF  
Attorneys for Defendant Ballard  
19 Insurance Agency & Investment Company